

**AMENDMENT TO DELIB DIALOGUE APP TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS**

This Amendment is an agreement between Delib Ltd. ("Company" or "Delib") and the U.S. General Services Administration ("GSA," "Agency," "You," or "User") and applies to GSA and other anticipated U.S. Government Federal Agency users of the discussion and ideas-sharing service called the Dialogue App.

Federal Agencies, because of their status as U.S. Government entities, are required, when entering into agreements with other parties, to follow applicable U.S. federal laws and regulations, including those related to ethics; privacy and security; accessibility; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; document retention; and governing law and dispute resolution forum. Delib and GSA (together, the "Parties") agree that modifications to Delib's standard Terms of Service, available at www.dialogue-app.com/info/terms (the "TOS"), are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS is hereby modified by this Amendment to allow for GSA's use of the Dialogue App:

- A. **Government entity:** "You" within the TOS shall mean GSA and shall not apply to, or bind (i) the individual(s) who utilize the Company site or services on GSA's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.
- B. **Public purpose:** Any requirement(s) set forth within the TOS that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Agency content serving the public:** Company hereby approves GSA's distribution or other publication via the Website of materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the GSA's mission.
- D. **Advertisements:** Company hereby agrees not to serve or display any third party commercial advertisements or solicitations on any pages within the Company site displaying content created by or under the control of GSA. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner.
- E. **Indemnification:** All indemnification and damages provisions of the TOS are hereby waived. Liability of Agency for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined under the Federal Tort Claims Act, the Contract Disputes Act, or other U.S. governing authority. Liability of Company for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined by applicable U.S. federal law.

- L. **Limitation of liability:** The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of U.S. law.
- M. **Uploading, deleting:** The Parties understand and agree that You are not obligated to place any Content on the Company site, and You reserve the right to remove any and all Content at Your sole discretion.
- N. **No endorsement:** Company agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Company agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Website, unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name.
- O. **No business relationship created:** The Parties are independent entities and nothing in this Amendment or TOS creates an agency, partnership, joint venture, or employer/employee relationship.
- P. **No cost agreement:** Nothing in this Amendment or TOS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOS are contingent upon the payment of fees by one party to the other.
- Q. **Provision of data:** In case of termination of service, within 30 days of such termination Company will provide you with all user-generated content that is publicly visible through the Sites You created at Company. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <http://www.dialogue-app.com/info/info/privacy>.
- R. **Separate future action for fee based services:** Company provides services at a basic level free of charge to the public, but this may change in the future. You acknowledge that while Company will provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide you with at least 30 days advance notice of a change involving the charging of fees for the basic level of service. You also understand that Company currently offers paid upgrades for advanced features. The Parties understand that fee-based services are categorically different

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Name: Chris Quigley_____

Title: Director_____

Date: 8th September 2010_____

Name: David McClure

Title: Associate Administrator

Date: 9/13/2010

Email: david.mcc@gsa.gov